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**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
FOR HERITAGE WOODS SUBDIVISION AND BY-LAWS FOR
HERITAGE WOODS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

This Amended and Restated Declaration of Restrictive Covenants for Heritage Woods and By-Laws for Heritage Woods Subdivision Homeowners Association, Inc. is executed effective the 3rd day of June, 2024 by Heritage Woods Subdivision Homeowners Association, Inc. (the "Association").

WHEREAS, Colony, LP and then Fort Town, LLC (hereinafter referred to as "Developer" or "Developers") developed a tract of land located in Catoosa County, Georgia and more particularly described by deed recorded in Deed Book 572, page 88 in the Office of the Clerk of the Superior Court of Catoosa, County, Georgia and by plat recorded in Plat Book 21, Pages 34-35 and Plat Book 21, Pages 45-46 in said Clerk's Office which are incorporated by reference herein. Said property, as developed, is more commonly referred to as **Heritage Woods Unit 3** (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developers made and executed that certain document known as the Declaration of Restrictive Covenants for Heritage Woods and By-Laws for Heritage Woods Subdivision Homeowners Association recorded in Deed Book 1379, Page 478 in the Office of the Clerk of Superior Court of Catoosa County, Georgia, as amended by Amendment recorded in Deed Book 1388, Page 396 in the Office of the Clerk of Superior Court of Catoosa County, Second Amendment recorded in Deed Book 1456, Page 307 in the Office of the Clerk of Superior Court of Catoosa County, and Third Amendment recorded in Deed Book 1542, Page 553 in the Office of the Clerk of Superior Court of Catoosa County (the "Original Restrictions"); and

WHEREAS, pursuant to Section 10.03 of the Original Restrictions, the Association retained the right to amend the Original Restrictions through a meeting in which such amendment was approved by two-thirds of the Owners present and voting; and

WHEREAS, the Association desires to amend the Original Restrictions by deleting them in their entirety and replacing them with this Amended and Restated Declaration of Restrictive Covenants for Heritage Woods and By-Laws for Heritage Woods Subdivision Homeowners Association (the "Declaration"); and

WHEREAS, certain lots shown in the Recorded Plat are being removed from the Subdivision;

NOW, THEREFORE, the Association subjects the real property located in the Subdivision to the terms of this Declaration and declare that the same is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE 1: DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental Declaration (unless the context shall clearly indicate otherwise), shall have the meanings set forth below.

1.01 **Association.** "Association" shall mean the Heritage Woods Subdivision Homeowners Association, Inc., a Georgia non-profit corporation.

1.02 **Board of Directors.** "Board of Directors" or "Board" is the governing body of the Association established and elected pursuant to this Declaration.

1.03 **Common Expense.** "Common Expense" shall mean and include (i) expense of administration, maintenance, repair or replacement of the Common Properties, including, but not by way of limitation, the repair, maintenance and replacement of all portions of the Subdivision designated as "Common Properties" hereunder; (ii) expenses agreed upon as Common Expenses by the Association; (iii) expenses declared Common Expenses by the provisions of this Declaration; and (iv) all other sums assessed by the Board pursuant to the provisions of this Declaration.

1.04 **Common Properties.** "Common Properties" shall mean those easements and common and mutual appurtenances which are shown on the above referenced recorded plat and easements appurtenant thereto and required to be maintained by the Association, and which are intended for the common use and benefit of all Owners. The Common Properties are all of the portions of the Subdivision which do not include the Lots, and which are not accepted by the governing authority of either Catoosa County or the City of Ft. Oglethorpe as public facilities. Common Properties include, but are not limited to Subdivision signage, entrance, easement areas, fencing and drainage and detention facilities, including but not limited to all detention or retention ponds located in the Subdivision.

1.05 **Covenants.** "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

1.06 **Declaration.** "Declaration" shall mean this Amended and Restated Declaration of Covenants and Restrictions for Heritage Woods Subdivision and By-Laws for Heritage Woods Subdivision Homeowners Association, Inc. and any supplemental declaration filed pursuant to the terms hereof.

1.07 **Omitted.**

1.08 **Existing Land.** "Existing Land" shall mean the real property described on the Recorded Plat referenced herein, excepting the following lots: 70, 71, 72, 122, 123, 124, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148,

149, 150, 151, 152, 153, and 154, which are excluded. The "Existing Land" consists solely of the 85 townhomes located on Colony Circle, Southshore Drive and Tradewind Drive.

1.09 First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over all other mortgages.

1.10 First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.

1.11 Lot. "Lot" or "Lots" shall mean any portion of improved or unimproved plot of land shown or designated as a lot on the Recorded Plat, excepting the following lots: 70, 71, 72, 122, 123, 124, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, and 154, which are excluded from the Subdivision.

1.12 Member or Members. "Member" or "Members" shall mean any or all Owner or Owners who are Members of the Association.

1.13 Mortgage. "Mortgage" shall mean a security deed, as well as a Mortgage.

1.14 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor or holder of a Security Deed, as well as a holder of a Mortgage.

1.15 Owner or Owners. "Owner" or "Owners" shall mean the recorded Owner or Owners, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lot situated upon the Properties but not withstanding any applicable theory of a mortgage, shall not mean or refer to a Mortgagee, unless and until such Mortgagee has acquired title pursuant to foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of any Owner. The Developer may be an Owner.

1.16 Property or Properties. "Property" or "Properties" shall mean the Existing Land which is subject to this Declaration or any supplemental declaration under the provisions hereof.

1.17 Record or To Record. "Record or To Record" shall mean to record pursuant to the laws of the State of Georgia relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.18 Recorded Plat. "Recorded Plat" shall mean the plat of Heritage Woods Subdivision, Unit 3, recorded in Plat Book 21, Pages 34-35 and revised plat recorded in Plat Book 21, Pages 45-46 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

ARTICLE 11: USE RESTRICTIONS

2.01 Land Use; Number of Dwellings: The property located in the Subdivision, and any other property to which this Declaration is made applicable by express reference, shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected or maintained on the Property or upon any Lot, except as private dwellings, each

dwelling being designated for occupancy by a single family. Not more than one residence shall be erected or maintained upon any Lot and no structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.02 Dwelling Size: The dwellings constructed in said Subdivision consist of townhomes, and they must contain at least 1100 square feet of living space. The first floor must contain a minimum of at least 700 square feet of living space. All dwellings must be of stick-built construction and no modular homes, mobile homes, trailers, single wides or double wides are permitted on any Lot in the Subdivision.

2.03 Construction Requirements: The following requirements, in addition to any requirements imposed by federal, state or local law, shall apply to the construction of residences in the Subdivision:

- (a) No exposed concrete blocks may be used in the construction of any dwelling in said Subdivision. The front, side and rear portions of foundations must be faced with brick.
- (b) Exterior walls of townhomes must be faced with 30% brick or stone on the front and the remaining walls shall be either painted, or faced with brick, mountain stone, stone, or vinyl siding.
- (c) All townhomes constructed must have at least a one-car garage. The construction of carports is prohibited.
- (d) No detached garages shall be permitted on any Lot in said Subdivision.
- (e) All townhomes must have a roof pitch of at least 5/12 and must be guttered in front and rear. Townhomes must be constructed with standard asphalt shingles or dimensional shingles on the roof. No solar panels are permitted on any roof or Lot.
- (f) All townhomes must have a covered, uncovered or combined rear deck or patio of at least 120 square feet.
- (g) Construction of all townhomes must fully comply with all local building codes and ordinances.
- (h) All driveways, sidewalks and walkways must be constructed of concrete. All townhomes shall have a walkway a minimum of three (3) feet wide from the driveway to the front entrance. All driveways with a one car garage shall be a minimum of twelve (12) feet wide. All townhomes shall have a four (4) foot wide sidewalk abutting and adjoining the curb along the entire street frontage adjoining each Lot, including side streets on corner Lots. Sidewalks shall be constructed adjacent to mailboxes according to the specifications of the Association.
- (i) The front and side yards of all Lots in the Subdivision shall contain sod.
- (j) Each dwelling unit shall have a black cast metal mailbox and gold /brass numerals

of the house number in the design originally selected by the Association. In the event of breakage or irreparable deterioration, the mailbox and or numerals shall be replaced by the original model of the same. If this specific model of mailbox and/or numerals ceases to be manufactured or otherwise becomes prohibitive to obtain, the Board shall adopt a compatible model of mailbox for future replacements.

2.04 Dumpsters: No dumpsters are permitted on any Lot at any time, except during the renovation of a dwelling. Upon completion of a dwelling, any dumpster utilized during construction shall be immediately removed from the Lot.

2.05 Pre-Approval of Plans: All townhome exterior plans in the Subdivision must be approved in writing by the Association prior to commencement of remodel or renovation. When submitted to the Association for approval, plans must, at a minimum, specifically show for approval the proposed appearance of the townhome, and exterior paint color scheme of neutral earth tones. The Association shall be provided one set of plans for each townhome built to be retained by the Association.

2.06 Outbuildings: All outbuildings must be built in rear yards only. Any outbuildings shall be constructed to conform to the design of the main dwelling. The proposed design of any outbuilding must be approved by the Association prior to the commencement of construction. Outbuildings are permitted only on the perimeter of the subdivision of townhomes and must be erected out of public view and cannot exceed 8 (eight) feet by 10 (ten) feet.

2.07 Fences: No fence shall be located closer than fifty (50) feet to the front property line on all Lots, except corner Lots. The same front setbacks shall apply to corner Lots with the additional requirements that no fence shall extend beyond the rear corner of a dwelling on the side nearest to the street, shall be erected no closer than twenty-five (25) feet to the side property line on the side of the Lot nearest to the street and shall be parallel to the street upon which the end of the house faces. Fences must be constructed of vinyl and shall not be permitted to exceed six (6) feet in height above the ground from which it derives its support and from which it shall be measured. A minimum height of four (4) feet is required for any fence. All fenced yards must include a minimum of one gate. The design and location of any fencing must be approved by the Association prior to erection.

2.08 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line connecting them at points twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. An exception may be granted for entrance signs that are placed by the Association in designated areas provided they are constructed in accordance with the rules and regulations of governmental authorities having jurisdiction thereover.

2.09 Pools: Above ground swimming pools are prohibited.

2.10 Pets: All pets must be kept within fences on Lots in the Subdivision. Pets are not permitted to roam the Subdivision. No horses, cattle, goats, sheep, swine, or other farm

livestock may be kept on any Lot. No commercial breeding of animals is permitted in any portion of the Subdivision. Pet owners are responsible for picking up their pet's droppings on all private property and on all Common Properties.

2.11 Oil and Mining Operations: No oil drilling, oil development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

2.12 Business: There shall be no business conducted in or out of any dwelling built on any Lot in the Subdivision.

2.13 Signs: No sign of any kind shall be displayed to the public view on any Lot with the following exceptions: One sign of not more than five (5) square feet advertising the property for sale. Permission may be granted to an Owner for a sign advertising a yard sale, provided however, the following conditions are met:

- (a) The request for a yard sale is made at least two weeks in advance of posting any sign; and
- (b) The Owner has not held a yard sale within the previous six (6) months of their request; and the Association has not had a community sale within six months.
- (c) The Owner is not a dealer of such goods; and
- (d) Permission is granted in writing by the Association prior to the posting of any signs.

2.14 Vehicles; Parking: No vehicle (automobile, truck, motorcycle, boat, recreational vehicle, golf cart, trailer, camper or pull-behind trailer, etc.) may be parked on grass/lawn or the sidewalk under any circumstances at any time. All vehicles must be parked in a driveway or garage. Fort Oglethorpe City Ordinance applies to street parking. No car, truck, van, trailer, boat, motorcycle, recreational vehicle, commercial type vehicle, trailer, etc., shall be parked and advertised FOR SALE within the Subdivision perimeters, including at or along the entrance to the Subdivision. No trucks larger than one ton in size may be parked or kept on any Lot. No commercial type vehicle with writing or advertising may be parked in any driveway (with the exception of official emergency vehicles) but must be parked in a garage. No inoperable vehicles or vehicles in need of body repair may be parked or kept on any Lot or driveway. Any such vehicles must be kept in a garage. No vehicles of any type shall be parked in the back of any residence. Campers, boats, and trailers may be parked in driveways for a period of time not to exceed twelve hours.

2.15 Heavy Equipment: At no such time shall there be any heavy equipment, equipment trailers, excavating equipment (other than for construction purposes in the Subdivision) allowed on any Lot in the Subdivision, nor on the streets located in the Subdivision. No vehicle having more than two axles shall come upon or be stored on any Lot, except for the purposes of delivery by commercial enterprises not affiliated in any way with Lot owner.

2.16 Athletic Equipment: Athletic equipment, such as, but not limited to basketball goals and trampolines shall not be permitted in any front yard. Basketball goals and goal posts are prohibited from any property, Lot, street, and or sidewalk within the community.

2.17 Swing Sets: No swing sets or playground equipment shall be constructed on any Lot.

2.18 Vegetable Gardens: There shall be no vegetable gardening carried out on any Lot within view of users of the public right of way,

2.19 Garbage and Refuse Disposal: All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collections, in areas out of view of users of any public right of way. Garbage containers must be stored in garage or back yard. Garbage containers should be placed on the curb no earlier than 3:30 pm the day before scheduled pick-up and returned to storage on the same day after collection. Fort Oglethorpe Garbage Collection Ordinance applies.

2.20 Water Supply: Water shall be obtained from public utility systems only. No private wells allowed.

2.21 Sewage Disposal: All sewage shall be routed to the public sewer system which shall be constructed and maintained strictly in accordance with the rules and regulations of governmental authorities having jurisdiction thereover.

2.22 Omitted.

2.23 Satellite Dishes: Satellite dishes shall not be permitted unless concealed from view of users of any public right of way. The maximum width of any satellite dish shall be twenty-four (24) inches in diameter. No radio towers or television antennas will be permitted. If a satellite dish is no longer in use it must be removed.

2.24 Drainage Plans: The Association must approve all site drainage plans for each Lot in the Subdivision prior to the commencement of construction. All builders and/or Lot owners must adhere to and complete any drainage plan approved by the Association.

2.25 Nuisances: No noxious or offensive noise or activity, including loud automobile noise shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.26 Common Properties: The Common Properties shall not be used except for one or more of the following purposes:

(a) For the installation and maintenance, of drainage systems, detention/retention facilities, water lines, pump stations, sewer lines, gas lines, telephone lines, power lines, cable tv lines, lighting, and all other utility and/or service lines;

(b) Ingress and Egress, both pedestrian and vehicular, including the maintenance of roads and/or walking trails;

(c) Construction and maintenance of fences (including but not limited to security fences), gates, subdivision signage, alarms, signage, etc.,

(d) The Common Properties shall remain permanently as open space and there shall be no development of same. No building, structure or facility shall be placed, installed, erected or constructed in or on said Common Properties, unless it is purely incidental to one or more of the uses above specified. Notwithstanding any other provision of this Declaration to the contrary, no amendment shall be made which impairs or diminishes the rights of the Members of the Association in the Common Properties.

2.27 Clothes Lines: No exterior clotheslines shall be erected or maintained on any Lot in the Subdivision.

2.29 Window Units: No window air conditioning unit or window fans may be located in any part of any dwelling or accessory structure.

2.30 Damage to Property: Any damage done to Common Properties, sidewalk, or curbing by the Owner, a contractor employed to build improvements on any Lot, or otherwise, will be repaired immediately at the expense of the Owner or contractor or be subject to Association fines provided for herein.

2.31 Exterior Appearance: All Owners are responsible for the diligent upkeep and maintenance of the exterior of their Lot. This includes, but is not limited to, replacing damaged or missing fascia including brick, stack stone, vinyl siding, roofing, painting, visible dryer vents, broken/damaged windows, etc. Owners must maintain the legitimacy and integrity of the cohesive and uniform paint and vinyl colors of all siding, shutters, brick, garage, and stack stone. All exterior colors shall be a natural earth tone and blend with the natural surroundings. Finish colors shall be applied consistently to all sides of the exterior. Color selections shall be harmonious with each other and with natural materials, and other adjacent property. Trim colors must match the main colors of the home. The only exception is that Owners may change the color of their front door, provided the chosen color is not distracting or an eyesore as determined in the discretion of the Association. No neon colors may be used. Owners may not under any circumstances change the paint color or design nor add a different paint design to their garages. Owners may not remove any garage doors from their home, whether to convert the garage to living space, add another entrance, or otherwise.

2.32 Landscaping: Owners must maintain the grass and landscaping on their Lot in a neat and orderly condition, including but not limited to, keeping shrubs appropriately trimmed and lawns appropriately mowed and edged and free of weeds and debris. Cut grass shall be blown off of driveways, porches and streets following mowing. Owners choosing to mow their own yards must mow within two days of the scheduled day for any landscaping services provided by the Association. Leaves, broken limbs, weeds, and other yard debris shall be removed when needed. Tree limbs, rocks, and other debris must be kept out of the street. All owners are requested to aid in keeping cars, trucks, and delivery trucks off the curbs of the streets.

2.33 Violations and Enforcement: Article IX of this Declaration addresses the rights and remedies in the event of violations of any one or more of the provisions of this Article.

ARTICLE III: ASSOCIATION

3.01 Membership. Every person or entity who is a record Owner of a fee simple interest in any Lot which is subject to this Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall automatically be transferred to the new Owner upon the conveyance of any Lot and recording of the Deed of Conveyance in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, in addition to payment of any Association initiation fees, assessments, or dues. Membership shall be appurtenant to ownership of any Lot which is subject to assessment.

3.02 Voting Rights. The Association shall have one class of voting membership. Lot Owners shall have full voting privileges at the Annual Association Meeting concerning all Common Properties, improvements, changes to this Declaration, changes of the Board of Directors, President of the Association, Vice President of the Association, Secretary, Treasurer and Member at Large and any interest concerning the Association. Occupants who are not an Owner of a Lot shall have no vote or voice in the affairs of the Association.

In no event shall more than one vote be cast with respect to any Lot. When an Owner signs a proxy, such vote shall be counted when such proxy is contained in a written instrument delivered to the Secretary of the Association before the vote is counted. Any Owner who owns multiple Lots shall have one (1) vote for each Lot owned. A default under this Declaration may result in a loss of voting rights until the default is cured pursuant to Section 9.02.

ARTICLE IV:

THE BOARD OF DIRECTORS AND OFFICERS

4.01 Board of Directors. The administration of the Property on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of 5 natural persons of legal age, each of whom shall be a Member in good standing of the Association and will maintain such representation during membership on the Board. The Board of Directors shall consist of the President, Vice President, Secretary, Treasurer and (1) one Member at Large from the Association.

4.02 Omitted.

4.03 Election. At each annual meeting, subject to the provisions hereof concerning filling vacancies of unexpired terms, the Association shall elect those members of the Board, President, Vice-President, Secretary, Treasurer and a Member at Large as required under Section 5.05 who shall serve the terms set out under Sections 4.04 hereof. However, the members of the Board elected to succeed the prior elected officers may be elected at a special meeting duly called and specifically called for that purpose by the Board and the Board elected at said special meeting to serve until the first annual meeting of the Association held thereafter. Three members of the board shall be elected every other year.

4.04 Term. Members of the Board shall serve for a term of two years. Three members shall be elected every other year. The Members of the Board, President, Vice-

President, Secretary, Treasurer and a Member at Large shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal. The President, Vice-President and Secretary, Treasurer and Member at Large shall serve for a term of two years.

4.05 Resignation or Removal. Any member of the Board, President, Vice President, and Secretary, Treasurer and Member at Large may resign at any time by giving written notice to the President or Vice-President should the resigning member be the President. Any Member of the Board or elected officer may be removed from elected office by a two-thirds (2/3) affirmative vote of the Association except that a vacancy on the Board shall be deemed to exist in the event of the death of a member, the disability of a member which, in the opinion of the majority of the Board, renders such member incapable of performing his elected duties, or in the event a member shall cease to be a Member of the Association. Whenever there shall occur a vacancy on the Board for any reason, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association or until a Special Meeting is called for filling vacancies at which time said vacancy shall be filled by the Association for the unexpired term.

4.06 Compensation. The members of the Board and elected officers shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

4.07 Powers and Authority of the Board. The Board and elected officers, for the benefit of the Property and the Association, shall enforce the provisions of this Declaration, these By-Laws, and Rules and Regulations governing the Property. Subject to any provision herein, the Board and elected officers shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

- (a) Water, sewer, electrical, and other necessary utilities for the Common Properties, including repair and maintenance of the Common Properties of the Subdivision.
- (b) Legal and accounting services necessary or advisable in the operation of the Common Properties and the enforcement of this Declaration, these By-Laws, and any rules and regulations made pursuant thereto.
- (c) Painting, maintenance, repair, replacement and landscaping of the Common Properties. The Board shall also have the right from time to time to acquire and dispose of, by sale or otherwise, and without the necessity of approval by any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof, which shall include but not be limited to the maintenance of the common fencing, gates, common signage, shrubs, grass, drainage and retention areas.
- (d) Any other materials, supplies, labor, services, maintenance, repairs structural alterations, insurance, taxes or assessments that the Board is required to secure or pay pursuant to the terms of this Declaration, these By-Laws or any Rules or Regulations promulgated thereunder or which, in its opinion, shall be necessary or advisable for the

operation of the Common Properties or for the enforcement of this Declaration, these By Laws or the Rules and Regulations.

The Board shall have the exclusive right to contract for all goods, services, including security and insurance, payment for which is to be made from Common Expenses.

4.08 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, trade and otherwise deal with the Common Properties as may be necessary or convenient in the operation and management of the said Common Properties, and in accomplishing the purposes set forth herein.

4.09 Meetings of the Board. Meetings of the Board shall be held at such places within the State of Georgia as the Board shall determine, at least once per quarter. Three members of the Board, which shall include the President or Vice-President, and the Secretary or Treasurer or the Member at Large shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board.

Meetings of the Board shall be chaired by the President or Vice-President of the Association and the minutes shall be recorded by the Secretary of the Association (or an appointee of the Board). Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by a majority of the members of the Board.

4.10 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any three Board members.

4.11 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication to all Board Members. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

4.12 Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of any member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

4.13 Fiscal Year. The fiscal year shall be determined by the Board.

4.14. Special Committees. Special committees shall be appointed by the President. The Board shall have rights to call for the formation of committees by motion.

4.15 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing details and the operation of the Association ("Rules and Regulations"). This also includes the use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of the

Common Properties. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

4.16 Limitation on Capital Additions, Etc. Except as permitted in other specific provisions set forth in this Declaration, the Board shall authorize no structural alterations, capital additions to, or capital improvements of the Common Properties, any of which require an expenditure in excess of One Thousand and no/100 (\$1,000.00) Dollars without approval of the majority vote of the Association; provided, however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgement, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists upon which should be corrected before a meeting of the Association could be reasonably called and held.

4.17 Failure to Insist on Strict Performance Not Waiver. The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in this Declaration, or the By-Laws or the Rules and Regulations or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such terms, covenants, conditions or restrictions, rights, options or notices; but such terms, covenants, conditions or restrictions, rights, options or notices shall remain in full force and effect.

ARTICLE V: THE ASSOCIATION; MEETINGS, OFFICERS, ETC.

5.01 Quorum. The presence in person or by proxy at any meeting of the Association of a majority of the Owners of Lots subject to assessment in response to notice to all Owners properly given in accordance with Sections 5.02 or 5.03 of the By-Laws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a simple majority of the votes which are represented at such meeting. Proxy vote representation shall be recognized and counted, should members not submit a proxy then a vote "for" the recommendation of the Board will be assumed.

5.02 Annual Meeting. There shall be an annual meeting of the Association on the first Monday of January at 6:00 O'clock pm at the Subdivision or at any place or time (but not more than thirty (30) days before or after such date) so designated by the Board. The Treasurer shall present a review of the expenses for the prior year and a budget for the coming year or any pertinent actions passed by the Board.

5.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or at least by one-third (1/3) of the Owners by written notice, delivered to all Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall contain a description of matters to be considered.

5.04 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with this Declaration or other such rules adopted by the Board.

5.05 Officers. The Officers of the Association shall be a President, Vice President, Secretary, Treasurer and a Member at Large. Each officer shall be required to be a Member in good standing and must also be a member of the Board. No Officer shall receive compensation for serving as such. Officers shall be annually elected by the Association and may be removed or replaced by same. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

(a) **President.** The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. The President shall be authorized to provide payment for Association expenses not to exceed Five Hundred and no/100 (\$500.00) Dollars.

(b) **Vice-President.** In the absence or inability of the President, the Vice President shall perform the functions of the President.

(c) **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board and the Association and shall keep such books and records as may be necessary for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

(d) **Treasurer-** The Treasurer shall be responsible for the fiscal affairs of the Board and the Association.

(e) **Member at Large –** This member has no specific duties unless assigned by the President or a board committee, but has the same rights and responsibilities as other Board members.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such; (iii) have no personal liability in tort to a Member or any other person or entity, direct or imputed, by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

6.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VI shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

6.03 Costs of Suit in Actions Brought by One or More Members on Behalf of All Members. No suit shall be brought by one or more but less than all Members on behalf of all Members without approval of a majority of Members and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Members against other Members, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Members as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

6.04 Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Common Properties as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and any Mortgagees, and shall be defended by the Board, and the Association and all Members shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Members shall be directed to such Member, who shall promptly give written notice thereof to the Board and to the Lots affected and shall be defended by such Members at their expense.

ARTICLE VII ASSESSMENTS

7.01 Creation of Lien and Personal Obligation of Assessments. Each Owner by acceptance of a Deed conveying a Lot, whether it be expressed in any such deed or other conveyance, by submission of such Lots to this Declaration under the provisions of Section 2.01 hereof, shall be deemed to covenant and agree to all of the terms and provisions of this Declaration and to pay to the Association Annual Assessments and Special Assessments for the purposes set forth in Section 7.04 of this Article, at such time as hereinafter provided. The Owner of the Lot shall be personally liable to the Association for the payments of all Assessments, whether Annual or Special, which may be levied while such party is Owner of a Lot. The Assessments, together with interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing Lien on the Lot and all of the improvements thereon against which each such Assessment is made.

7.02 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties and Property. Special Assessments shall be used as set forth in Section 7.04 of this Article.

7.03 Amount and Date of Commencement of Annual Assessments. The Annual Assessment per Lot shall be determined by the Board and shall be payable in advance on the date fixed by the Board to be the date of commencement. Annual payments are due on January 1 of each year, while quarterly payments are due on January 1, April 1, July 1, and October 1. Any increase or decrease in the Annual Assessment shall be approved by a majority of the Board and at an annual or special meeting approved by two-thirds (2/3) of the Members of the Association in attendance. The payment due date may be adjusted in the resolution authorizing such Assessment. A late charge of ten percent (10%) will be added if an Assessment payment is not received by the tenth (10th) day after the due date.

7.04 Special Assessments for Improvements and Additions. The Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties or Property, including necessary fixtures and personal property related thereto or additions to the Common Properties or Property, provided that such Assessment shall have the approval of two-thirds (2/3) of the Owners at a duly called meeting of the Association. Written notice shall be sent to Members thirty (30) days in advance setting forth the purposes of said meeting.

7.05 Lien. Recognizing that the necessity for providing proper operation and management of the Common Properties and Property entails the continuing payment of costs and expenses therefore, the Association is hereby granted a lien upon each Lot and the improvements thereon as security for payment of all Assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees and court costs, which may be incurred by the Association in the enforcement of the lien upon said Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Georgia. Failure by the Owner to pay any Assessment, Annual or Special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

7.06 Lease, Sale or Mortgage of Lot. Short term vacation rentals are prohibited. Leases of dwellings are not permitted for any periods of less than (6) six months. No lease of a Lot shall be permitted within one (1) year after its purchase unless an Owner dies during such one-year period. Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement certifying the status of payment of any Assessments which shall be due and payable to the Association by the Owner of such Lot; such statement shall include whether there exists any matter in dispute between the Owner of such Lot and the Association under this Declaration.

Such statement shall be executed by an officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

Should payment of any Assessment be in default when such lease, sale or mortgage should be transacted, then the rent, proceeds of purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any delinquent Assessment to the Association before payment of any rent, proceeds of purchase or mortgage to the Owner of any Lot who is responsible for payment of such delinquent Assessment.

In any voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

ARTICLE VIII MORTGAGES, MORTGAGEES AND PROCEDURES AND RIGHTS RELATING THERE TO

8.01 Mortgages and Other Liens.

(a) Each Owner shall have the right, subject to the provisions herein, to make or create, or cause to be made or created, any mortgage or other lien on or affecting said Owner's respective Lot, together with said Owner's respective ownership interest in the Common Properties, provided however that, from the date this Declaration is recorded, no Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or other lien on or affecting the Property or any part thereof except only to the extent of said Owner's own Lot and the respective interest in the Common Properties corresponding thereto.

(b) Subsequent to the recording of this Declaration, no liens of any nature shall be created or arise against any portion of the Property except against an individual Lot. No labor performed or materials furnished with the consent or at the request of a particular Owner shall be the basis for the filing of a mechanic's lien claim against any other Lot. If the performance of the labor or furnishing of the materials is expressly authorized by the Association, each Owner shall be deemed to have expressly authorized and consented to such performance of labor and furnishing of materials, and each Owner shall be liable for the payment thereof in a proportionate share of any due and payable indebtedness, as set forth in this Declaration. An Owner shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Association other than for mechanic's liens as set forth above. Each Owner's liability for any judgment entered against the Association shall be limited to said Owner's proportionate share of the indebtedness, as set forth in this Declaration, whether collection is sought through Assessment or otherwise.

8.02 Rights of Mortgagees.

(a) Each of the following actions shall require, as of the date such action is taken, the prior written approval of all holders or Owners of a subsequently recorded mortgage or security deed constituting a first mortgage lien on any one or more Lots:

(i) abandonment or termination of the Association or removal of the Property from the provisions of this Declaration, except for removal provided by law, or in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to this Declaration which changes the interest of the Owners in the Common Properties;

(iii) use of hazard insurance proceeds for losses to the Common Properties for other than the repair, replacement, or reconstruction of such improvements;

(iv) any amendment to this Article or to any other provision in this Declaration which specifically grants rights to the holders of such first mortgages or security deeds.

(b) Upon written request, any mortgagee subject to this Declaration shall be entitled to:

(i) inspect the books and records of the Association during normal business hours, upon reasonable notice;

(ii) receive a copy of the annual, financial statement of the Association which is prepared for the Association and distributed to the Owners;

(iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings;

(iv) receive written notice of any default in the obligations hereunder of any Owner of such Lot encumbered by such first mortgage lien, not cured within thirty (30) days after notice of such default has been sent to such Owner by the Association; and

(v) receive written notice of any material amendment to this Declaration or the Bylaws of the Association.

However, the Association's failure to provide any of the foregoing to a first mortgagee who has so requested same shall not affect the validity of any action or decision which is related to the foregoing, nor shall the Association have any liability on account of its good-faith failures to so provide.

(c) Upon written request, a first mortgagee of any one or more Lots shall be entitled to timely written notice in the event of any substantial damage or destruction of any part of the Common Properties or if the Common Properties or any portion thereof are made the subject matter of any condemnation or eminent domain proceeding or are

otherwise sought to be acquired by a condemning authority. No Owner or other party shall be entitled to priority over such first mortgagee with respect to the distribution to such Owner or other party, with respect to such Lot, of any Insurance proceeds payable by reason of such damage or destruction or of the proceeds of any such condemnation award or settlement.

(d) The provisions hereof are in addition to all other rights of mortgagees herein contained or under law.

(e) When notice is to be given to any first mortgagee hereunder, the Board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guaranteeing mortgages of Lots in the Development, if the Board has notice of such participation.

8.03 Subordination. The liens provided for in this Declaration shall be subordinate to the lien of any prior recorded mortgage or security deed on the Property or Lot or any portion thereof, or on any interest of such Owner, which mortgage or security deed is recorded prior to the date such lien for unpaid Common Expenses attaches and is owed, or held by any lender, except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such lender either takes possession of the Lot or interest encumbered by such mortgage or security deed, or accepts a conveyance, transfer or assignment of the Lot or of any interest therein (other than as security) in lieu of any foreclosure of such mortgage or security deed. This provision shall not be amended, modified or rescinded without the prior written consent of all lenders who are the holders or owners of a mortgage or security deed recorded prior to the date of such amendment, modification or rescission.

An Owner or mortgagee of a Lot shall have the right to acquire from the Association a certificate showing the amount of unpaid assessments with respect to the Lot. The Association may not enforce against a mortgagee who relies on the certificate any indebtedness as of that date in excess of the amount shown thereon.

By subordination agreement executed by a majority of the Board, the benefits of this Article may be extended to mortgages other than first mortgages.

ARTICLE IX DEFAULT; REMEDIES

9.01 Scope. Each Owner shall comply with the provisions of this Declaration and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents. If any Owner (either by said Owner's own conduct or by the conduct of a family member, servant, guest, occupant, invitee or agent) shall violate any provision of this Declaration or the Rules and Regulations, such default or violation shall constitute an event of default ("Event of Default").

9.02 Violations and Enforcement; Fines. The following rights and remedies are available for an Event of Default:

- (a) If the Event of Default shall continue for twenty (20) days after written notice from the Association, or shall occur repeatedly during any ten (10) day period after such written notice, the Association shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of said defaulting Owner to occupy, control, use and enjoy the Common Properties and to vote as a Member of the Association.
- (b) The Association, including the Board acting on behalf of the Association, or any party hereinafter becoming Owners of any one or more of the Lots, may bring an action or actions against the Owner in violation, or attempting violation, and the said violating Owner shall be subject to such equitable, injunctive, or declaratory relief as necessary to enforce the terms of this Declaration and shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys' fees incident to any such proceeding.
- (c) The Board is authorized to assess, impose and collect monetary fines against Owners who violate or fail to comply with their duties under this Declaration or the Rules and Regulations of the Association, as same may be amended from time to time. Such fines shall not exceed the sum of the amount of the Annual Assessment then in effect for the Subdivision, per instance of violation or noncompliance. The current fine shall be \$50 per violation per week for up to four (4) weeks and is subject to change by the Board. Prior to assessing any fine, the Board shall give to the violating Owner written notice, by email or mail, of the violation or noncompliance and shall allow the Owner seven (7) days from the date the Board sends such notice to cure the violation or noncompliance, or if a cure cannot be reasonably completed within such seven (7) days, then the Owner will be allowed such additional time as is reasonably necessary to complete cure so long as the Owner commences cure within the initial seven day period and diligently pursues cure to its end. Notwithstanding the foregoing, the Board is not required to provide either written notice of or an opportunity to cure a violation or noncompliance (and the Board may immediately impose and assess a fine) if within one (1) year of receiving written notice of a violation or noncompliance, an Owner commits a second violation or noncompliance that is similar in kind. All fines imposed and assessed by the Board shall be deemed part of an Owner's Assessment, shall benefit from the provisions herein pertaining to Assessments, and until paid shall be and become a lien against such Lot, enforceable in accordance with the provisions of this Declaration pertaining to Assessments, including but not limited to the right to record a notice of lien encumbering the Lot and to collect the amounts due by enforcing the lien through foreclosure or otherwise. The Board shall be entitled to use its business judgment in determining which instances of violation or noncompliance merit assessment of a fine, and the Board's failure to assess a fine in any particular instance of violation or noncompliance shall not undermine the general enforceability of this provision and shall not constitute a waiver of any future or other instances of violation of or noncompliance with this Declaration.
- (d) The Board shall have the authority to correct such Event of Default if it is not

corrected within thirty (30) days after written notice to the Owner of the Event of Default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner.

9.03 Election of Remedies. All rights, remedies and privileges granted to the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

9.04 Variances. The Board may grant variances of the restrictions set forth in this Declaration (but not including the reduction of the minimum square footage requirements as set forth herein), if such variances do not, in the sole discretion of the Board, adversely affect the purposes sought to be obtained hereby. By reason of the rights of enforcement of the provisions of this Declaration being given unto Owners of Lots (subject to rights of variance reserved by the Board), it shall not be incumbent upon the Association to enforce the provisions of this Declaration or to prosecute any violation thereof. In the event of a violation of this Declaration, a waiver thereof may be made by the Board in its sole discretion, if said waiver does not adversely affect the purposes contained herein.

ARTICLE X: GENERAL PROVISIONS

10.01 Acceptance of Provisions. Each Owner, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations imposed hereby shall be deemed and taken to be covenants running with the land, shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

10.02 Notices. Any notices required or permitted to be given under this Declaration unless otherwise specified shall be either personally hand delivered or sent registered or certified mail with return receipt requested, at the respective Lot address of the Owners or the Association or to such other address as an Owner or the Association may from time to time designate in writing to the Association. Any notice shall be deemed to have been given at the time it is hand delivered or it is placed in the mails with sufficient postage prepaid.

10.03 Amendments. This Declaration may be amended in accordance with the following procedures:

(a) Amendment to this Declaration may be considered at any annual or special meeting of the Association; provided however, that, if at an annual meeting, notice of consideration of the Amendment and a general description of the terms of such Amendment shall be included in the notice of the annual meeting provided for in

Section 5.02, and if a special meeting, a similar notice shall be included in the notice of the special meeting provided for in Section 5.03. Notice of any meeting to consider an Amendment shall also be sent to each Mortgagee listed upon the register of the Association.

(b) At any such meeting, the Amendment must be approved by an affirmative two-thirds (2/3) vote of those Owners present in person or by proxy at the meeting.

(c) An Amendment adopted under this Section shall become effective upon its recording in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, and the President and Secretary shall execute, acknowledge and record the Amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided that in the event of the disability or incapacity of either, the Vice-President shall be empowered to execute, acknowledge and record the Amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, lienholder or title insurance company that the Amendment was adopted in accordance with the provisions of this Section.

(d) This certificate referred to in Paragraph (c) of this Section shall be in substantially the following form:

CERTIFICATE

I, JANETTE WHITE, do hereby certify that I am the Secretary of Heritage Woods Subdivision Homeowners Association, Inc. and that the within Amendment to the Declaration of Covenants and Restrictions and By-Laws for Heritage Woods Subdivision Homeowners Association was duly adopted by the Owners of said Association in accordance with the provisions of Section 10.03 of said Declaration.

Witness my hand this day 3rd of June, 2024

Janette White
Secretary

(e) No Amendment shall be made affecting the Common Properties which is in any manner inconsistent with the permitted uses and purposes for such properties set out in Section 2.13. No Amendment to this Declaration shall be made unless it conforms to any local, county, or state governmental planning and zoning laws and regulations. No Amendment to this Declaration shall be made which shall adversely affect the rights of Mortgagees under Section 8.02.

10.04 Severability. The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of any such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

10.05 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class residential subdivision community. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.06 Conveyance of Interest in Common Properties. The undivided interest in the Common Properties shall not be separated from the Lot to which such interest appertains and shall be deemed conveyed or encumbered with the Lot even though such interest is not expressly mentioned or described in the deed of conveyance or other instrument.

10.07 Effective Date. This Declaration shall be effective upon recordation. These covenants shall be in effect of a period of 25 years from the date hereof and shall automatically be renewed for a successive period of 25 years unless canceled or amended by a two-third majority vote or assent of the Lot owners, evidenced in writing recorded in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

10.08 Headings. The headings of paragraphs and sections in this Declaration are for convenience or reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.

10.09 Number and Gender. As used in this Declaration, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

10.10 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule of property known as the rule against perpetuities, then such provision shall continue in force and effect only until fifty (50) years after the date hereof.

10.11 Attorney Fees and Court Costs. In the event any Owner violates the restrictions, covenants or obligations herein, the Association or other party seeking to enforce the restrictions, covenants and obligations shall be entitled to recover, and said violating party agrees to pay, damages or other expenses for such violations, including but not limited to reasonable attorney's fees and court costs.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Declaration of Restrictive Covenants for Heritage Woods and By-Laws for Heritage Woods Subdivision Homeowners Association, Inc. to be executed by its duly authorized officers.

Signed, sealed and delivered in the presence of:

Fanny Moran
Unofficial Witness
Print Name: Fanny Moran

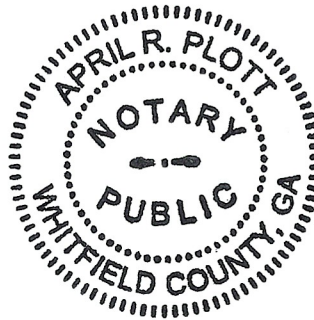
April R. Plott
Notary Public My Commission Expires
My Commission Expires: October 31, 2024
Print Name: April R. Plott

[AFFIX NOTARIAL SEAL]

HERITAGE WOODS SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.

By: *Randy C. Lynne* [SEAL]
President
Print Name: Randy C. Lynne

By: *Janette White* [SEAL]
Secretary
Print Name: JANETTE White



CERTIFICATE

I, Janette White, do hereby certify that I am the Secretary of Heritage Woods Subdivision Homeowners Association, Inc. and that the within Amended and Restated Declaration of Covenants and Restrictions and By-Laws for Heritage Woods Subdivision Homeowners Association, Inc. was duly adopted by the Owners of said Association in accordance with the provisions of Section 10.03 of said Declaration.

Witness my hand this day 3rd of June, 2024.

Janette White
Secretary